

Department of State

652.232-70

652.228-75 [Reserved]

(End of clause)

**652.228-76 Defense Base Act Insurance Rates—Limitation—Cost-Reimbursement, Labor-Hour, and Time-and-Materials.**

[53 FR 26177, July 11, 1988, as amended at 64 FR 43632, Aug. 11, 1999]

As prescribed in 628.307, insert the following provision:

**652.229-71 Personal Property Disposition at Posts Abroad.**

As prescribed in 629.402-1-70, insert the following clause:

DEFENSE BASE ACT INSURANCE RATES—LIMITATION—COST-REIMBURSEMENT, LABOR-HOUR, AND TIME-AND-MATERIALS (AUG 1999)

PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)

(a) The Department of State has entered into a contract with an insurance carrier to provide DBA insurance to Department of State contractors at a contracted rate. In preparing the cost proposal, the offeror shall use the following rates in computing the cost for DBA insurance:

Regulations at 22 CFR Part 136 require that U.S. Government employees and their families do not profit personally from sales or other transactions with persons who are not themselves entitled to exemption from import restrictions, duties, or taxes. Should the contractor experience importation or tax privileges in a foreign country because of its contractual relationship to the United States Government, the contractor shall observe the requirements of 22 CFR part 136 and all policies, rules, and procedures issued by the chief of mission in that foreign country.

Services @ [contracting officer insert current rate] of compensation (direct salary plus differential, but excluding per diem, housing allowance, education allowance, and miscellaneous allowances); or

(End of clause)

Construction @ [contracting officer insert current rate] of compensation.

[64 FR 43633, Aug. 11, 1999]

(b) These rates apply to all job classifications in those particular categories. The successful offeror shall be advised of the name and address of the insurance broker who will process the DBA insurance coverage.

**652.232-70 Payment Schedule and Invoice Submission (Fixed-Price).**

As prescribed in 632.908(a), the contracting officer may insert a clause substantially the same as follows:

(c) Should an offeror compute or include higher DBA insurance rates, the rates shall be disallowed.

PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE) (AUG 1999)

(d) Offerors shall include a statement as to whether or not local nationals or third country nationals will be employed on the resultant contract.

(a) *General.* The Government shall pay the contractor as full compensation for all work required, performed and accepted under this contract, inclusive of all costs and expenses, the firm fixed-price stated in Section B of this contract.

(End of provision)

[Use paragraph (b) only if partial payments apply. Otherwise, paragraph (a) above assumes the contractor will be paid in full amount upon completion of all contractual requirements.]

[64 FR 43632, Aug. 11, 1999]

**652.229-70 Excise Tax Exemption Statement for Contractors Within the United States.**

As prescribed in 629.401-70, insert the following clause:

(b) *Payment Schedule.* Payments will be made in accordance with the following partial payment schedule:

EXCISE TAX EXEMPTION STATEMENT FOR CONTRACTORS WITHIN THE UNITED STATES (JUL 1988)

Partial payment No.	Specific deliverable	Delivery date	Payment amount
1			
2			
3			

This is to certify that the item(s) covered by this contract is/are for export solely for the use of the U.S. Foreign Service Post identified in the contract schedule.

[Continue as necessary]

The Contractor shall use a photocopy of this contract as evidence of intent to export. Final proof of exportation may be obtained from the agent handling the shipment. Such proof shall be accepted in lieu of payment of excise tax.

(c) *Invoice Submission.* Invoices shall be submitted in an original and [contracting officer insert appropriate number of copies] to the office identified in Block 10 of the SF-26,

**652.232-71**

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Block 23 of the SF-33, or Block 18b of the SF-1449. To constitute a proper invoice, the invoice must include all items per FAR 52.232-25, "Prompt Payment".

(d) *Contractor Remittance Address.* Payment shall be made to the contractor's address as specified on the cover page of this contract, unless a separate remittance address is specified below:

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(End of clause)

[59 FR 66771, Dec. 28, 1994, as amended at 64 FR 43633, Aug. 11, 1999]

**652.232-71 Voucher Submission (Cost-Reimbursement).**

As prescribed in 632.908(b), the contracting officer may insert a clause substantially the same as follows:

**VOUCHER SUBMISSION (COST-REIMBURSEMENT)  
(AUG 1999)**

(a) *General.* The contractor shall submit, on a monthly basis [*contracting officer may substitute a different time frame, if appropriate*], an original and [*contracting officer insert appropriate number*] copies of each voucher. In addition to the items necessary per FAR 52.232-25, "Prompt Payment", the voucher shall show the elements of cost for the billing period and the cumulative costs to date. All vouchers shall be submitted to the office identified in Block 10 of the SF-26, Block 23 of the SF-33, or Block 18b of the SF-1449.

(b) *Contractor Remittance Address.* Payment shall be made to the contractor's address as specified on the cover page of this contract, unless a separate remittance address is specified below:

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(End of clause)

[59 FR 66772, Dec. 28, 1994, as amended at 64 FR 43633, Aug. 11, 1999]

**652.232-72 Limitation of Funds.**

As prescribed in 632.705-70, insert the following clause:

**LIMITATION OF FUNDS (AUG 1999)**

(a) Of the total price in Section B (or the "Prices" section), only the amount stated on

the contract award document or subsequent modifications is now available for payment and obligated under this contract. It is anticipated that from time to time, additional funds will be obligated under the contract until the total price of the contract is obligated.

(b) The Government is not obligated to pay or reimburse the contractor more than the amount obligated pursuant to this clause. The contractor agrees to perform the contract up to the point at which the total amount paid and payable by the Government (including amounts payable for subcontracts and settlement costs if this contract is terminated for convenience) approximates but does not exceed the total amount obligated.

(c)(1) It is contemplated that funds now obligated under this contract will cover the work to be performed until [contracting officer insert date].

(2) If the contractor considers the funds obligated under this contract to be insufficient to cover the work to be performed until that date, or another date agreed to by the parties, the contractor shall notify the contracting officer in writing and indicate the date on which it expects expended funds to approximate 75 percent of the total amount obligated. The notice shall state the estimated amount of additional funds required to continue performance through the date specified in paragraph (c)(1) of this clause or another date agreed to by the parties.

(3) If, after notification is provided pursuant to paragraph (c)(2) of this clause, additional funds are not obligated, or an earlier date than the date in paragraph (c)(1) of this clause is not agreed to, the contractor shall not be obligated to continue performance under this contract (including actions under the termination clause of this contract) beyond the funds obligated for contract performance.

(d) When additional funds are obligated from time to time for continued performance of this contract, the contract shall be modified to increase the funds obligated and to indicate the period of performance for which funds are applicable. The contractor may notify the contracting officer as provided in paragraph (c)(2) of this clause regarding any additional funds obligated.

(e) If the contractor incurs additional costs or is delayed in the performance of work under this contract, solely by reason of the Government's failure to obligate additional funds in amounts sufficient for the timely performance of this contract, an equitable adjustment may be made to the price, or time of delivery, or both.

(f) This clause shall become inoperative upon obligation of funds sufficient to cover the full price stated in the contract, except for rights and obligations then existing under this clause.